

Message Text

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TO USMISSION OECD PARIS

C O N F I D E N T I A L STATE 269340

EXDIS

FOR ASST SECRETARY ENDERS

FOL REPEAT OF STATE 269340 TO MOSCOW NOV 13

QTE:

O N F I D E N T I A L STATE 269340

EXDIS

E.O. 11652: XGDS-3

TAGS: ENRG, EEWT, US, UR

SUBJ: OIL NEGOTIATIONS

1. WE ARE CONCERNED AT DELAY IN SOVIET RESPONSE TO OUR
REQUEST FOR RENEWAL OF OIL NEGOTIATIONS. IT WILL BE
RECALLED THAT PATOLICHEV ASSURED ROBINSON THAT NEGOTIATIONS
WOULD BEGIN IN OCTOBER AT MUTUALLY AGREEABLE LOCATION.
WE PREFER WASHINGTON, BELIEVE IT REASONABLE IN LIGHT
THREE TRIPS OF U.S. REPRESENTATIVES TO MOSCOW, BUT WILL
OF COURSE ENTERTAIN SOVIET COUNTER PROPOSAL.

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2. WE HAVE PREPARED REVISED DRAFT OF OIL AGREEMENT, BASED
ON LETTERS OF INTENT, AND IN ORDER TO EXPEDITE SOVIET
PREPARATION YOU SHOULD DELIVER TEXT TO PATOLICHEV OR HIS
NOMINEE AT MINISTRY FOREIGN TRADE. WE ARE STILL WORKING

ON TECHNICAL ANNEXES, BUT SHOULD BE IN POSITION DISCUSS
AT NEGOTIATING SESSION.

3. BEGIN TEXT: LONG-TERM AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING CRUDE OIL AND PETROLEUM PRODUCTS. THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS, DESIRING TO EXPAND TRADE BETWEEN THE TWO COUNTRIES TO THEIR MUTUAL ADVANTAGE, RECOGNIZING THAT THE RESOURCES OF BOTH COUNTRIES CAN CONTRIBUTE TO THE WELL-BEING OF THE PEOPLES OF EACH, GUIDED BY THE PRINCIPLES SET FORTH IN THE LONG-TERM AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS TO FACILITATE ECONOMIC, INDUSTRIAL, AND TECHNICAL COOPERATION, CONCLUDED JUNE 29, 1974, HAVE AGREED AS FOLLOWS:

-- ARTICLE I

(A) FOR A PERIOD OF FIVE YEARS COMMENCING JULY 1, 1976, THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS AGREES THAT IT, OR A FOREIGN TRADE ORGANIZATION DESIGNATED BY IT IN ACCORDANCE WITH ARTICLE 6, WILL OFFER FOR SALE ANNUALLY TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND, TO THE EXTENT HEREINAFTER PROVIDED, TO UNITED STATES NATIONALS AT LEAST TEN MILLION METRIC TONS OF CRUDE OIL AND PETROLEUM PRODUCTS, INCLUDING PARTICULARLY DIESEL OIL AND NAPHTHA, IN ACCORDANCE WITH THE TERMS AND PROCEDURES ESTABLISHED UNDER THIS AGREEMENT.

(B) THE UNITED STATES GOVERNMENT SHALL HAVE THE RIGHT TO PURCHASE ALL OR ANY PORTION OF THE CRUDE OIL AND PETROLEUM PRODUCTS OFFERED FOR SALE UNDER THIS AGREEMENT. ANY REMAINING AMOUNTS SHALL BE MADE AVAILABLE TO UNITED STATES NATIONALS IN ACCORDANCE WITH ARTICLE 6.

(C) THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST
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REPUBLICS WILL ENDEAVOR TO TIME OFFERS OF SALES OF CRUDE OIL AND PETROLEUM PRODUCTS UNDER THIS AGREEMENT AS EVENLY AS POSSIBLE OVER THE FIVE YEAR PERIOD FOR SUCH OFFERS UNDER THIS AGREEMENT. SUCH CRUDE OIL AND PETROLEUM PRODUCTS SHALL BE OFFERED FOR SALE AT A RATE OF AT LEAST 2,500,000 METRIC TONS PER CALENDAR QUARTER.

(D) IF DURING ANY CALENDAR QUARTER THE AMOUNTS OF CRUDE OIL AND PETROLEUM PRODUCTS SOLD UNDER THIS AGREEMENT EITHER EXCEED OR ARE LESS THAN THE AMOUNTS REQUIRED TO BE OFFERED FOR SALE DURING THAT CALENDAR QUARTER, THE AMOUNTS REQUIRED TO BE OFFERED FOR SALE DURING THE FOLLOWING CALENDAR

QUARTER SHALL BE REDUCED OR INCREASED, AS THE CASE MAY BE, BY AN AMOUNT EQUAL TO SUCH DIFFERENCE, PROVIDED THAT THE AMOUNT OF ANY SUCH INCREASE OR DECREASE CARRIED FROM ONE CALENDAR QUARTER INTO THE FOLLOWING CALENDAR QUARTER SHALL NOT BE CARRIED INTO CALENDAR QUARTERS SUBSEQUENT TO SUCH FOLLOWING CALENDAR QUARTER. FOR PURPOSES OF THESE CALCULATIONS, SALES DURING SUCH FOLLOWING CALENDAR QUARTER SHALL BE FIRST ATTRIBUTED TO AMOUNTS CARRIED INTO SUCH FOLLOWING CALENDAR QUARTER FROM THE PRECEDING CALENDAR QUARTER.

(E) OF THE TOTAL TONNAGE OF CRUDE OIL AND PETROLEUM PRODUCTS TO BE OFFERED FOR SALE DURING ANY GIVEN CALENDAR QUARTER UNDER THIS AGREEMENT, AT LEAST 70 SHALL BE CRUDE OIL AND NOT MORE THAN 30 SHALL BE PETROLEUM PRODUCTS. THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS OR A DESIGNATED FOREIGN TRADE ORGANIZATION MAY OFFER SUCH PETROLEUM PRODUCTS ONLY IF THE TERMS AND CONDITIONS OF SUCH OFFERS ARE AT LEAST AS ATTRACTIVE TO THE GOVERNMENT OF THE UNITED STATES AND UNITED STATES NATIONALS AS THE OFFERS OF CRUDE OIL REQUIRED TO BE MADE UNDER THIS AGREEMENT.

-- ARTICLE 2

(A) CRUDE OIL OFFERED FOR SALE UNDER THIS AGREEMENT SHALL BE THOSE CRUDE OILS SET FORTH IN ANNEX A MEETING THE SPECIFICATIONS SET FORTH THEREIN, OR SUCH OTHER CRUDE OILS OR SPECIFICATIONS AS MAY BE AGREED UPON FROM TIME TO TIME TO BE CONFIDENTIAL

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TIME BY THE PARTIES TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT.

(B) DEISEL OIL OFFERED FOR SALE UNDER THIS AGREEMENT SHALL MEET THE SPECIFICATIONS FOR DEISEL OILS OF ASTM STANDARD D 975, AS IN EFFECT AT THE TIME OF THE OFFER, OR SUCH OTHER SPECIFICATIONS AS MAY BE AGREED UPON FROM TIME TO TIME BY THE PARTIES TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT.

(C) NAPHTHA OFFERED FOR SALE UNDER THIS AGREEMENT SHWLL CONSIST OF DERIVATIVES OF PETROLEUM DISTILLATION HAVING A BOILING RANGE AT ATMOSPHERIC PRESSURE WHICH FALLS COMPLETELY BETWEEN 80 DEGREES AND 400 DEGREES F, SULPHUR CONTENT NOT TO EXCEED 0.2 PERCENT BY WEIGHT, AND MEETING THE SPECIFICATIONS SET FORTH IN ANNEX C OR SUCH OTHER SPECIFICATIONS AS MAY BE AGREED UPON FROM TIME TO TIME BY THE PARTIES TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT.

(D) ALL OTHER PETROLEUM PRODUCTS OFFERED FOR SALE UNDER THIS AGREEMENT SHALL MEET NORMAL COMMERCIAL SPECIFICATIONS

IN, AT THE OPTION OF THE PURCHASER, WESTERN EUROPE OR THE UNITED STATES.

(E) THE QUANTITY AND QUALITY OF CRUDE OIL AND PETROLEUM PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE DETERMINED IN ACCORDANCE WITH ANNEX C UNLESS THE PARTIES TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT OTHERWISE AGREE.

-- ARTICLE 3

(A) THE PRICES OF CRUDE OIL AND PETROLEUM PRODUCTS

OFFERED FOR SALE UNDER THIS AGREEMENT, AND THE TERMS OF PAYMENT AND DOCUMENTATION REQUIRED, SHALL BE ESTABLISHED IN ACCORDANCE WITH ANNEX D.

-- ARTICLE 4

(A) OFFERS FOR THE SALE OF CRUDE OIL AND PETROLEUM PRODUCTS
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UNDER THIS AGREEMENT SHALL COMMENCE WITH RESPECT TO THE CALENDAR QUARTER BEGINNING JULY 1, 1976.

(B) THE GOVERNMENT OF THE USSR OR A DESIGNATED FOREIGN TRADE ORGANIZATION SHALL ESTABLISH THE AMOUNTS OF CRUDE OIL AND PETROLEUM PRODUCTS TO BE OFFERED FOR SALE UNDER THIS AGREEMENT IN ANY CALENDAR QUARTER, AND SHALL NOTIFY THE GOVERNMENT OF THE UNITED STATES OF AMERICA OR DESIGNATED UNITED STATES NATIONALS THEREOF, AT LEAST 150 DAYS OR SUCH SHORTER PERIOD OF TIME AS THE PARTIES MAY OTHERWISE AGREE UPON IN ADVANCE OF SUCH CALENDAR QUARTER.

(C) THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND, SUBJECT TO ARTICLE 1(B), DESIGNATED UNITED STATES NATIONALS SHALL NOTIFY THE GOVERNMENT OF THE USSR OR A DESIGNATED FOREIGN TRADE ORGANIZATION OF THE AMOUNTS OF CRUDE OIL OR PETROLEUM PRODUCTS WHICH IT AGREES TO PURCHASE DURING ANY CALENDAR QUARTER AT LEAST 90 DAYS OR SUCH SHORTER PERIOD OF TIME AS THE PARTIES MAY OTHERWISE AGREE UPON IN ADVANCE OF SUCH CALENDAR QUARTER.

-- ARTICLE 5

(A) UNLESS THE PARTIES TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT OTHERWISE AGREE, (I) SALES OF CRUDE OIL AND PETROLEUM PRODUCTS SHALL BE DEEMED TO TAKE PLACE, AND RISK OF LOSS AND TITLE SHALL PASS, ON DELIVERY, (II) THE DATE OF DELIVERY SHALL BE DEEMED TO BE THE DATE OF THE BILL OF LADING, AND (III) DELIVERY SHALL BE F.O.B. SOVIET BLACK SEA PORTS.

(B) NOMINATION AND SCHEDULING OF VESSELS TO RECEIVE DELIVERIES OF CRUDE OIL AND PETROLEUM PRODUCTS UNDER THIS AGREEMENT SHALL BE CARRIED OUT IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT ON MARITIME MATTERS BETWEEN THE PARTIES TO THIS AGREEMENT (HEREINAFTER CALLED THE MARITIME AGREEMENT) AS IN FORCE AT THE TIME OF SUCH NOMINATION AND SCHEDULING AND, UNLESS THE PARTIES TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT OTHERWISE AGREE, THE PROVISIONS OF ANNEX E. LAYTIME SHALL BE PROVIDED FOR AND DEMURRAGE CHARGED, UNLESS THE PARTIES
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TO PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT OTHERWISE AGREE, AS SET FORTH IN ANNEX F.

(C) THE PURCHASER OF CRUDE OIL OR PETROLEUM PRODUCTS UNDER THIS AGREEMENT SHALL DELIVER SUCH CRUDE OIL OR PETROLEUM PRODUCTS TO (I) THE UNITED STATES, (II) EUROPE OR (III), IF MUTUALLY SATISFACTORY TO THE PURCHASER AND THE SELLER, OTHER MARKETING AREAS. SUCH CRUDE OIL OR PETROLEUM PRODUCTS MAY, WITHOUT OTHER RESTRICTION, BE EXCHANGED WITH, SOLD TO OR OTHERWISE TRANSFERRED TO OTHER GOVERNMENTS OR PERSONS.

(D) SHIPMENTS OF CRUDE OIL OR PETROLEUM PRODUCTS UNDER THIS AGREEMENT FROM THE UNION OF SOVIET SOCIALIST REPUBLICS TO THE UNITED STATES SHALL BE IN ACCORD WITH THE PROVISIONS OF THE MARITIME AGREEMENT AS IN FORCE AT THE TIME OF SUCH SHIPMENTS. THE PARTIES EXPECT THAT A PORTION OF SUCH SHIPMENTS WILL BE MADE, SUBJECT TO AVAILABILITY, ON VESSELS CARRYING GRAIN TO THE UNION OF SOVIET SOCIALIST REPUBLICS UNDER THE AGREEMENT ON THE SUPPLY OF GRAIN BETWEEN THE TWO COUNTRIES CONCLUDED OCTOBER 20, 1975.

-- ARTICLE 6

(A) TO THE EXTENT THAT THE GOVERNMENT OF THE UNITED STATES DETERMINES NOT TO EXERCISE ITS RIGHT TO PURCHASE CRUDE OIL AND PETROLEUM PRODUCTS UNDER THIS AGREEMENT, IT MAY DESIGNATE UNITED STATES NATIONALS WHO SHALL BE ELIGIBLE TO CARRY OUT TRANSACTIONS UNDER THIS AGREEMENT. IN THE ABSENCE OF A SPECIFIC DESIGNATION OF UNITED STATES NATIONALS BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA ALL UNITED STATES NATIONALS SHALL BE DEEMED TO HAVE BEEN DESIGNATED AND SHALL BE ELIGIBLE TO CARRY OUT TRANSACTIONS UNDER THIS AGREEMENT. THE GOVERNMENT OF THE UNITED STATES SHALL PROMPTLY NOTIFY THE GOVERNMENT OF THE USSR OF DESIGNATIONS MADE UNDER THE IMMEDIATELY PRECEDING SENTENCE, OR THE ABSENCE THEREOF, AND THE GOVERNMENT OF THE USSR, OR A DESIGNATED FOREIGN TRADE ORGANIZATION, SHALL OFFER SUCH CRUDE OIL AND PETROLEUM PRODUCTS TO ONE OR MORE OF SUCH UNITED STATES NATIONALS.

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(B) THE GOVERNMENT OF THE UNITED STATES OF AMERICA MAY ALSO DIRECTLY ASSIGN ITS RIGHTS TO PURCHASE CRUDE OIL AND PETROLEUM UNDER THIS AGREEMENT, IN WHOLE OR IN PART AND SUBJECT TO SUCH TERMS AND CONDITIONS AS IT MAY ESTABLISH, TO UNITED STATES NATIONALS DESIGNATED BY IT, AND IN SUCH EVENT THE GOVERNMENT OF THE UNITED STATES OF AMERICA SHALL PROMPTLY NOTIFY THE GOVERNMENT OF THE

UNION OF SOVIET SOCIALIST REPUBLICS THEREOF.

(C) THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS SHALL DESIGNATE, BY NOTICE TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA, A FOREIGN TRADE ORGANIZATION OF THE UNION OF SOVIET SOCIALIST REPUBLICS TO PERFORM ITS OBLIGATIONS CONCERNING THE SALE OF CRUDE OIL AND PETROLEUM PRODUCTS UNDER THIS AGREEMENT.

-- ARTICLE 7

NO PURCHASER OR SELLER OF CRUDE OIL OR PETROLEUM PRODUCTS UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE BREACHED THE TERMS OF THIS AGREEMENT IF IT IS UNABLE TO PERFORM ITS OBLIGATIONS DUE TO AN INABILITY TO DELIVER SUCH CRUDE OIL OR PETROLEUM PRODUCTS, OR TO PROVIDE VESSELS OR RECEIVE DELIVERY OF SUCH CRUDE OIL OR PRODUCTS, CAUSED BY MARITIME PERILS, ACCIDENTS, FIRES, EXPLOSIONS, ICE, STORMS, EARTHQUAKES, FLOODS OR ANY OTHER ACTS OF THE ELEMENTS. IN ANY SUCH EVENT PERFORMANCE UNDER THIS AGREEMENT SHALL BE SUSPENDED UNTIL THE CESSATION OF SUCH CAUSE OR CAUSES. EACH SUCH PURCHASER OR SELLER SHALL GIVE NOTICE TO THE OTHER PROMPTLY AFTER THE OCCURRENCE OF ANY SUCH EVENT.

-- ARTICLE 8

ALL TAXES, FEES, DUTIES, HARBOR OR TERMINAL DUES AND OTHER MONETARY CHARGES IMPOSED, DIRECTLY OR INDIRECTLY, IN THE USSR IN CONNECTION WITH THE EXECUTION OR IMPLEMENTATION OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE PAID BY THE SELLER, AND ANY SUCH TAXES, FEES, DUTIES OR OTHER MONETARY CHARGES IMPOSED, DIRECTLY OR INDIRECTLY, OUTSIDE THE USSR SHALL BE PAID BY THE BUYER.

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-- ARTICLE 9

UNITED STATES NATIONALS AND FOREIGN TRADE ORGANIZATIONS
UNITED STATES NATIONALS AND FOREIGN TRADE ORGANIZATIONS

OF THE UNION OF SOVIET SOCIALIST REPUBLICS DESIGNATED IN ACCORDANCE WITH ARTICLE 6 SHALL NOT HAVE ANY RIGHT OF SOVEREIGN IMMUNITY FROM SUIT OR EXECUTION OF JUDGMENT IN RESPECT OF OBLIGATIONS ARISING UNDER THIS AGREEMENT OR OTHER AGREEMENTS CONCLUDED IN CONNECTION WITH PARTICULAR SALES OF CRUDE OIL OR PETROLEUM PRODUCTS HEREUNDER.

-- ARTICLE 10

(A) THE PARTIES TO THIS AGREEMENT SHALL ENTER INTO CONSULTATIONS WITHIN FOURTEEN DAYS OF THE DATE ON WHICH EITHER SUCH PARTY RECEIVES A WRITTEN REQUEST FOR CONSULTATION FROM THE OTHER PARTY REGARDING ANY MATTER INVOLVING THE APPLICATION, INTERPRETATION, IMPLEMENTATION OR AMENDMENT TO THIS AGREEMENT.

(B) EACH PARTY TO A PARTICULAR TRANSACTION UNDER THIS AGREEMENT SHALL ENTER INTO CONSULTATIONS WITHIN FOURTEEN DAYS OF THE DATE ON WHICH SUCH PARTY RECEIVES A WRITTEN REQUEST FOR CONSULTATION FROM THE OTHER PARTY TO SUCH PARTICULAR TRANSACTION REGARDING ANY MATTER INVOLVING THE APPLICATION, INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT WITH RESPECT TO SUCH PARTICULAR TRANSACTION AND ANY OTHER AGREEMENTS BETWEEN SAID PARTIES WITH RESPECT THERETO.

(C) ANY DISPUTE WITH RESPECT TO MATTERS COVERED BY THIS AGREEMENT NOT SATISFACTORILY ADJUSTED THROUGH CONSULTATION SHALL, UPON THE REQUEST OF EITHER PARTY TO THE DISPUTE, BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE ECONOMIC COMMISSION FOR EUROPE OF JANUARY 20, 1966, IN WHICH CASE AN APPOINTING AUTHORITY IN SWEDEN SHALL APPOINT AN ARBITRATOR OR ARBITRATORS IN ACCORDANCE WITH THOSE RULES AND THE PLACE OF ARBITRATION SHALL BE SWEDEN. ARBITRATION PROCEEDINGS INVOLVING A DISPUTE CONCERNING THE QUALITY OF CRUDE OIL CONFIDENTIAL

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OR PETROLEUM PRODUCTS SHALL BE INITIATED WITHIN THREE MONTHS OF THE DATE OF DELIVERY OF SUCH CRUDE OIL OR PETROLEUM PRODUCTS.

(D) THE PARTIES TO THIS AGREEMENT SHALL ENDEAVOR, CONSISTENT WITH THE CONVENTION ON RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS, TO PUT INTO EFFECT ANY DECISION OR AWARD OF THE ARBITRAL TRIBUNAL.

-- ARTICLE 11

(A) FOR PURPOSES OF THIS AGREEMENT "UNITED STATES NATIONALS" MEANS (I) NATURAL PERSONS WHO ARE NATIONALS OF THE UNITED STATES AND (II) ANY CORPORATION, PARTNERSHIP,

COMPANY OR OTHER ASSOCIATION WHICH IS (A) CONSTITUTED UNDER APPLICABLE LAWS AND REGULATIONS WITHIN THE TERRITORY OF THE UNITED STATES OR (B) AT LEAST 50 PERCENT OWNED, DIRECTLY OR INDIRECTLY, BY NATURAL PERSONS WHO ARE NATIONALS OF THE UNITED STATES, WHEREVER ESTABLISHED.

(B) THE ANNEXES HERETO SHALL BE DEEMED TO BE AN INTEGRAL PART OF THIS AGREEMENT. THE TERM "SELLER" USED THEREIN REFERS TO THE SELLER OF CRUDE OIL OR PETROLEUM PRODUCTS IN PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT, AND THE

TERM "BUYER" USED THEREIN REFERS TO THE PURCHASER OF CRUDE OIL OR PETROLEUM PRODUCTS IN PARTICULAR TRANSACTIONS UNDER THIS AGREEMENT.

-- ARTICLE 12

NOTICES HEREUNDER SHALL BE DELIVERED IN WRITING (A) IF TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA, TO THE DEPARTMENT OF STATE, WASHINGTON, OR TO THE EMBASSY OF THE UNITED STATES, MOSCOW, (B) IF TO THE GOVERNMENT OF THE USSR, TO , (C) IF TO A UNITED STATES NATIONAL, TO SUCH ADDRESS AS IT MAY SPECIFY BY NOTICE TO THE GOVERNMENT OF THE USSR AND, IN THE ABSENCE OF A SPECIFIC DESIGNATION OF UNITED STATES NATIONALS BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA, NOTICES TO UNITED STATES NATIONALS SHALL BE GIVEN IN PUBLICATIONS OF CONFIDENTIAL

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GENERAL CIRCULATION IN THE OIL AND GAS INDUSTRY OF THE UNITED STATES IN A MANNER SATISFACTORY TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA, OR, (D) IF TO A FOREIGN TRADE ORGANIZATION OF THE USSR TO SUCH ADDRESS AS IT MAY SPECIFY BY NOTICE IN WRITING TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

-- ARTICLE 13

THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE AND REMAIN IN FORCE, UNLESS EXTENDED BY MUTUAL AGREEMENT, FOR A PERIOD OF FIVE YEARS FOLLOWING THE BEGINNING OF THE FIRST CALENDAR QUARTER DURING WHICH CRUDE OIL AND PETROLEUM PRODUCTS ARE OFFERED FOR SALE UNDER THIS AGREEMENT.

IN WITNESS THEREOF, THE UNDERSIGNED, BEING DULY AUTHORIZED BY THEIR RESPECTIVE GOVERNMENTS, HAVE SIGNED THIS AGREEMENT.

DONE AT THIS DAY OF NOVEMBER, 1975, IN
DUPLICATE IN THE ENGLISH AND RUSSIAN LANGUAGES, BOTH
EQUALLY AUTHENTIC.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FOR THE GOVERNMENT OF THE UNION OF SOVIET SOVIALIST
REPUBLICS: END TEXT. KISSINGER UNQTE INGERSOLL

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